PHILIP MORRIS
U.S.A.
120 PARK AVENUE, NEW YORK, N.Y. 10017-5592 TELEPHONE (212) 880-5000

MARCH 21, 1996
~~March 21, 1995~~

Mr. Wynn Jackson
President
Country Club Enterprises, Inc.
P.O. Box 159028
Nashville, Tennessee 37215

Dear Mr. Jackson:

This letter, when countersigned below, constitutes the agreement between Country Club Enterprises, Inc. ("CCE"), a Tennessee corporation with executive offices located in Nashville, Tennessee, and Philip Morris Incorporated ("Philip Morris"), a Virginia corporation with executive offices located at 120 Park Avenue, New York, New York 10017, pursuant to which CCE will render services for Philip Morris under the terms and conditions stated.

1. Services.

CCE will perform services in connection with the design and execution of a national dance competition sponsored by Philip Morris' MARLBORO brand of cigarettes (the "Competition"). The Competition will be conducted at 75 clubs designated or approved in advance by Philip Morris (the "Clubs") within the five regions listed on Exhibit A during the period beginning September 1 through December 31, 1996. The Competition will consist of three stages: local level, regional level and national finals to be held in locations selected or approved by Philip Morris. Among other services, CCE will:

(a) provide the personal services of Mr. BARRY TABOR, ~~Wynn Jackson,~~ which are the essence of the Agreement;

(b) research and advise Philip Morris of current trends in country dancing and deliver written recommendations if and when requested by Philip Morris;

(c) research and advise Philip Morris about the design and production of Competition elements and ancillary and promotional materials with the goal of creating a first-class dance competition;

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(d) negotiate and execute written agreements between CCE and Clubs within which the Competition will be conducted ("Club Agreements") to secure for Philip Morris the exclusive right to hold the Competition at the Club. The Clubs selected must have a policy of physically identifying persons 21 years of age and older. The Clubs selected must agree that they will not conduct or permit to be conducted any tobacco-sponsored promotions in the Club for a period thirty days prior to and thirty days following the date of the Competition to be held at the Club. CCE will not enter into any Club Agreement without having obtained Philip Morris' advance approval. CCE will deliver to Philip Morris a copy of each Club Agreement upon execution and in no event less than 21 days prior to the first date of the Competition to be held at the Club;

(e) ensure that no promotional or advertising materials of any other tobacco manufacturer will be permitted at any Club during the Competition without the prior written approval of Philip Morris. If Clubs are contractually required to maintain fixed tobacco advertising, CCE must notify Philip Morris, in writing, of the existence of the advertising prior to the execution of Club Agreements;

(f) produce and deliver to Philip Morris for its advance approval a guide booklet for the Clubs, make revisions if and when requested by Philip Morris and, upon final approval by Philip Morris, distribute the booklet to the Clubs;

(g) produce and deliver to Philip Morris for its advance approval the following Competition materials: (i) Official Entry Form, including Liability/Publicity Release in a form provided or approved by Philip Morris; (ii) general Competition outline booklet; (iii) Competition judges' workbook; (iv) Official Rules for the Competition; and (v) other materials required for the administration of the Competition. CCE will revise the materials if and when requested by Philip Morris and, upon final approval of the materials by Philip Morris, distribute the materials as directed by Philip Morris;

(h) ensure that all contestants participating in the Competition complete and sign the Official Entry Form and Liability/Publicity Release provided or approved by Philip Morris, and deliver the original Official Entry Forms and Liability/Publicity Releases to a location designated by Philip Morris;

(i) coordinate the distribution of all Competition and other **MARLBORO**-branded promotional materials (the "Materials") to each Club, and use best efforts to ensure that the Materials are placed, displayed and maintained at the Clubs in accordance with Philip Morris' instructions;

(j) hire an event coordinator and hire, supervise either on-site or by telephone from locations in close proximity,

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train, and assume complete responsibility for staff satisfactory to Philip Morris to conduct and administer the Competition at each Club in accordance with the Official Rules and applicable laws, regulations and ordinances;

(k) develop, in consultation with Philip Morris, a mechanism whereby contestants can be fairly and impartially judged against selection criteria designated or approved by Philip Morris and clearly communicated to contestants;

(l) in accordance with judging criteria and methods to be developed jointly by CCE and Philip Morris, manage and conduct the selection of prize winners who best satisfy the judging criteria established for each level of the Competition;

(m) coordinate distribution of 243 prizes at the local, regional and national levels of the Competition to contestants selected as winners in accordance with the criteria designated or approved by Philip Morris;

(n) submit I.R.S. Form 1099s on or before January 15, 1997 for prizes furnished with a fair market value in excess of $600;

(o) in all jurisdictions where required, file registration forms and deliver surety bonds supplied by Philip Morris for the retail value of all prizes awarded in connection with the Competition;

(p) coordinate contestant travel at each level of the Competition, and deliver to Philip Morris travel schedules and receipts for all contestant travel expenses in accordance with the Operating Budgets attached, collectively, as Exhibit B;

(q) coordinate activities and cooperate with Philip Morris and third parties designated by Philip Morris;

(r) coordinate the production of a compact disc recording that contains a promotional announcement for the Competition (the "CD"); obtain all necessary approvals and releases in connection with the production of the CD; deliver a complete CD to Philip Morris for its advance approval; produce 80 copies of the CD and distribute one CD to each Club and the remaining CDs to the locations designated by Philip Morris, on or before the dates designated by Philip Morris;

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(s) serve as liaison with Phoenix Marketing & Research, Inc. ("Phoenix") personnel or alternative third parties designated by Philip Morris;

(t) regularly report to Philip Morris the progress of pre-Competition planning and organization and the Competition; deliver status reports, written recommendations and a final wrap-up report to Philip Morris in forms satisfactory to Philip Morris and promptly implement the requests of Philip Morris; WEEKLY

(u) attend meetings as and when requested by Philip Morris at Philip Morris headquarters; and

(v) perform in accordance with the highest industry standards prevailing for similar professional services within the United States.

2. Rights of Philip Morris.

(a) Representatives of Philip Morris may attend each Club during the Competition to see that CCE and the Clubs comply with the terms of the Agreement and the Club Agreements. CCE will cooperate with the representatives and with third parties designated by Philip Morris if, as and when reasonably requested by Philip Morris.

(b) Philip Morris will supply or have the right to approve or reject in advance, all material to be used, and the manner of such use, in connection with the Competition, including advertising, entry forms, and promotional materials used at or in connection with the Competition.

(c) Philip Morris or Phoenix will place banners, promotional displays and other materials at locations in and around the Club in accordance with applicable local regulations and the terms of the Club Agreements.

3. Payment.

In consideration for the services provided throughout the term of the Agreement, Philip Morris will pay CCE ~~$[illegible]~~. Philip Morris will pay CCE ~~$25,000~~ upon execution of the Agreement and submission of an invoice and ~~$7,500~~ per month upon submission of an invoice on the 25th day of each month beginning ~~March~~ April 25, ~~1995~~ 1996 through and including November 25, ~~1995~~ 1996 and the balance of ~~$20,000~~ $20,000 upon submission of an invoice, submission of

$27,209 ~~$[illegible]~~ $7,500 $107,209 ~~$[illegible]~~

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the wrap-up report and completion of all services to the reasonable satisfaction of Philip Morris.

4. Expenses.

(a) Operating Expenses. CCE has submitted to Philip Morris, for its advance approval, an Operating Budget attached hereto as Exhibit A. Philip Morris will pay monthly budget advances to CCE in accordance with the schedule attached hereto as Exhibit B (the "Budget Advances"). The Budget Advances may be used only for approved expenditures in the categories set forth in the Operating Budget. CCE may not apply funds allocated to one category to expenses incurred in another category without the prior written approval of Philip Morris. CCE will deliver to Philip Morris within ten days after the end of the month covered by each Budget Advance itemized receipts for the expenses incurred during such month (the "Receipts"). With the Receipts, CCE will also deliver a written reconciliation of each Budget Advance against the Receipts (the "Monthly Statement"). If any Budget Advance exceeds the actual amount incurred for a given month, Philip Morris will deduct the amount of the overage from the amount payable to CCE pursuant to the next Monthly Statement. All expenses of $25 or more must be submitted with receipts. Total Operating Expenses throughout the term of the Agreement may not exceed ~~$213,888~~ $301,388 without the prior written approval of Philip Morris.

(b) Administrative Expenses. Philip Morris will reimburse CCE at cost for reasonable, competitively priced out-of-pocket expenses incurred by CCE in providing services pursuant to the Agreement, including staff travel, accommodations, meals, long distance telephone calls and shipping and postage ("Administrative Expenses"). All expenses of $25 or more must be submitted with receipts. All expenses in excess of $250 must be approved in advance by Philip Morris. Total Administrative Expenses, including advances, will not exceed ~~$65,620~~ throughout the term of the Agreement without the prior written approval of Philip Morris. $65,620

5. Records.

CCE, its employees and agents will maintain detailed and accurate books and records of account with respect to activities undertaken on behalf of Philip Morris. Philip Morris or its designated agent may inspect, review and copy CCE's books and records at reasonable times during normal business hours upon

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reasonable, advance notice to CCE and at the expense of Philip Morris.

6. Term and Termination.

(a) The term of the Agreement will commence as of the date of the Agreement and continue until the later of December 31, 1996 or the complete performance of all services to the reasonable satisfaction of Philip Morris.

(b) Philip Morris may terminate the Agreement, with or without cause, upon thirty days advance written notice to CCE. If Philip Morris terminates the Agreement without cause, Philip Morris will remain obligated to pay CCE amounts due for services satisfactorily performed and documented disbursements or binding written commitments to make disbursements properly incurred prior to termination. The payments will be made within sixty days of Philip Morris' receipt of written notice from CCE of the amounts. Philip Morris will have no obligation for disbursements made or obligations assumed after the date of termination or for the portion of payments attributable to services to be rendered after the termination date.

(c) CCE will assign to Philip Morris all of CCE's interests, rights and obligations under Club Agreements entered into by CCE with respect to the Competition upon CCE's receipt of written notice of termination of the Agreement.

7. Confidentiality.

CCE, its employees and agents will hold strictly confidential all information and materials provided by Philip Morris to CCE or created or acquired by CCE in performing the Agreement. The information and materials will remain the property of Philip Morris. CCE will not use or disclose such information and materials for any purpose other than to fulfill its obligations under the Agreement. Upon termination or expiration of the Agreement, or within thirty days thereafter, CCE will return all confidential information and materials to Philip Morris. CCE will not disclose the terms or the existence of the Agreement to third parties without the prior written consent of Philip Morris except as is necessary for the performance of its obligations hereunder. CCE's obligation to maintain confidentiality will survive the termination or expiration of the Agreement.

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8. The MARLBORO Name.

CCE recognizes and acknowledges that the **MARLBORO** name and the designs, emblems, slogans and insignia of **MARLBORO** have great value and goodwill and are the sole property of Philip Morris. CCE agrees that it has and will claim no right, title or interest to or in the same or the right to use the same except the limited right to use pursuant to the terms and conditions of the Agreement.

9. Indemnity.

CCE indemnifies and holds harmless Philip Morris, its affiliates and their officers, employees, directors and agents, from all claims, liabilities, costs and expenses, including reasonable attorneys' fees, that arise from, or may be attributable to, errors, omissions or fault of CCE. CCE's obligation to indemnify and hold harmless will survive the termination or expiration of the Agreement.

10. Insurance. → CORRECT

Within ten days after execution of the Agreement, CCE will deliver to Philip Morris original certificates of insurance issued by insurers acceptable to Philip Morris and evidencing coverage for: (i) comprehensive general liability, including contractual, participant's and spectator's liability, with a combined single limit of no less than $1,000,000 per occurrence for bodily injury, including personal injury and property damage; (ii) comprehensive automobile liability including all owned, non-owned and hired vehicles with bodily injury limits of no less than $1,000,000 per person, $1,000,000 per accident and property damage limits of no less than $1,000,000 per accident. CCE will also provide proof of insurance for statutory worker's compensation coverage meeting all state and local requirements for the jurisdictions in which services will be performed, including coverage for employer's liability with limits of no less than $500,000 per occurrence.

The certificates of insurance required by subparagraph (i) must name Philip Morris, its affiliates, employees and assigns as additional insureds and must state that Philip Morris will be provided at least thirty days advance, written notice of a cancellation or modification of the insurance. The insurance must be primary coverage without right of contribution from any Philip Morris insurance. Insurance maintained by Philip Morris

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is for the exclusive benefit of Philip Morris and will not inure to the benefit of CCE.

If and when Philip Morris requests that CCE obtain additional insurance in connection with CCE's performance of the Agreement, CCE will obtain the additional insurance requested by Philip Morris, and the parties will negotiate in good faith an appropriate apportionment of the cost of the additional insurance.

11. Independent Contractor.

CCE is and will at all times remain an independent contractor. Nothing contained herein shall be construed to create an association, partnership, joint venture or relation of principal and agent or employer and employee between Philip Morris and CCE within the meaning of any federal, state or local law. Except as specifically stated in the Agreement, CCE will not enter into any agreement, oral or written, on behalf of Philip Morris or otherwise obligate Philip Morris without Philip Morris' advance written approval.

12. Exclusivity.

During the term of the Agreement, and for six months thereafter, CCE will not, without the prior written consent of Philip Morris, engage in comparable activities within the United States promoting any other tobacco product or engage in promotional activities for any company or entity whose business competes with any tobacco product of Philip Morris.

13. Third Party Contacts.

If at any time CCE is contacted by a third party, including the media, other than as contemplated by the terms of the Agreement, concerning CCE's activities on behalf of Philip Morris, CCE will make no comment, immediately notify Philip Morris of the third party contact, and refer the third party to Philip Morris, Vice President, Corporate Affairs.

14. Miscellaneous.

(a) This Agreement and all matters collateral hereto shall be governed by the laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York.

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(b) CCE must comply with all applicable federal, state and local laws, regulations and ordinances affecting its performance, including the rules and regulations of each Festival. CCE acknowledges that it is cognizant of the provisions of Title 15, §§ 1331 et seq. of the United States Code.

(c) This Agreement is the complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject matter.

(d) If any provision of the Agreement is held invalid or unenforceable, the remaining provisions will remain in effect.

(e) This Agreement may not be amended or assigned except by a writing signed by both parties. If an assignment occurs, the assignment will not relieve the assigning party of its liabilities and obligations under the Agreement. A waiver by either party of any of the terms or conditions of this Agreement in any one or more instances will not constitute a permanent waiver of the terms and conditions.

(f) Notices provided shall be in writing and sent by certified mail, return receipt requested. Notices to CCE will be sent to Country Club Enterprises, Inc., P.O. Box 159028, Nashville, Tennessee 37215, Attention: Wynn Jackson. Notices to Philip Morris will be sent to Philip Morris Incorporated, 120 Park Avenue, New York, New York 10017, Attention: Director, Event Marketing.

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If this letter accurately sets forth our Agreement, please signify your acceptance and agreement by signing both of the enclosed copies of this letter and returning them to me.

Very truly yours,

PHILIP MORRIS INCORPORATED

By: _____

Title: _____

ACCEPTED AND AGREED AS OF
THE DATE OF THIS LETTER:

COUNTRY CLUB ENTERPRISES, INC.

By: _____
Wynn Jackson
President

Filing Status: _____

Taxpayer ID No. _____

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CORRECT
Rewrite For 1996

EXHIBIT A

Operating Budget

I.	Staff Travel Expenses	
A.	New York City Philip Morris Planning Trips	$3,392.00
A.	Event Coordinator Orientation Trips	13,180.00
B.	Regional/National Advance Trips	6,312.00
C.	Regional/National Contest Trips	12,624.00
D.	Regional/National Soundman Trips	10,512.00
	Total for CCE Staff Travel (REIMBURSED)	**$46,020.00**
II.	Support Staff Expenses	
A.	Event Coordinators	$77,250.00
B.	Champion Dance Couple Trips	13,440.00
C.	Regional UCWDC Judges Trips $16,980	~~28,300.00~~
D.	National UCWDC Judges Trips $3,396	~~5,660.00~~
	Total for Support Staff Expenses (ADVANCED)	~~$124,650.00~~ $111,066
III.	Contestant Travel Expenses $73,125	
A.	Regional Contest Trips	~~$71,250.00~~
B.	National Contest Trips $9,975	~~9,850.00~~
	Total for Contestant Travel Expenses (ADVANCED)	~~$81,100.00~~ $83,100
IV.	Contestant Prize Money	
A.	Local Prizes	$64,650.00
B.	Regional Prizes	15,060.00
C.	National Prizes	17,512.00
	Total for Contestant Prize Money (ADVANCED)	**$97,222.00**
V.	Administrative Costs	
A.	Telephones	$7,000.00
B.	Shipping	8,100.00
C.	Mail (Post Office)	2,000.00
D.	Office Supplies	2,500.00
	Total for Administrative Costs (REIMBURSED)	**$19,600.00**
VI.	Promotional Materials	
E.	Audio CD Production Charges	$9,000.00
F.	Photos	500.00
G.	Prize Certificates	500.00
	Total for Promotional Materials (ADVANCED)	**$10,000.00**
	GRAND TOTAL (EXCLUDING CCE PROMOTIONAL FEES)	~~$378,592.00~~ $367,008.0

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EXHIBIT B 96

Marlboro Country Nights Dance Showdown [redacted]

Schedule of Budget Advances

I. ADVANCED TO CCE BY JULY 1, [redacted] 1996

B. Promotional Materials

Audio Ad CD @ $9,000.00

Total advanced to CCE by July 1 = $9,000.00

II. ADVANCED TO CCE BY AUGUST 1, [redacted] 1996

A. Event Coordinator Trips

15 Midwest coordinators x $1,030.00/coordinator = $15,450.00
15 West coordinators x $1,030.00/coordinator = $15,450.00

Total advanced to CCE by August 1 = $30,900.00

III. ADVANCED TO CCE BY SEPTEMBER 2, 1996 [redacted]

A. Event Coordinator Trips

15 Northeast coordinators x $1,030.00/coordinator = $15,450.00
15 Southwest coordinators x $1,030.00/coordinator = $15,450.00
15 Southeast coordinators x $1,030.00/coordinator = $15,450.00

B. Champion Dance Couple Trips

Midwest Regional @ $2,240.00/couple = $2,240.00
West Regional @ $2,240.00/couple = $2,240.00

C. UCWDC Judges Trips

Midwest Regional @ $1,132.00/judge x 3 judges = ~~$5,660.00~~ $3,396
West Regional @ $1,132.00/judge x 3 judges = ~~$5,660.00~~ $3,396

D. Local Prize Money

15 Midwest Clubs
15 1st Place @ $500.00/couple = $7,500.00
15 2nd Place @ $250.00/couple = $3,750.00
15 3rd Place @ $100.00/couple = $1,500.00
90 money orders @ $2.00/each = $180.00

15 West Clubs
15 1st Place @ $500.00/couple = $7,500.00
15 2nd Place @ $250.00/couple = $3,750.00

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ADVANCED TO CCE BY SEPTEMBER 2, 1996 (cont'd)

15 3rd Place @ $100.00/couple = $1,500.00
90 money orders @ $2.00 each = $180.00

E. Contestant Expenses

$975.00 each line

$14,625 each line

Midwest Regional - 15 couples x ~~$950.00~~/couple = ~~$14,250.00~~
West Regional - 15 couples x ~~$950.00~~/couple = ~~$14,250.00~~

F. Regional Prize Money

Midwest Club
1 1st Place @ $1,500.00 = $1,500.00
1 2nd Place @ $1,000.00 = $1,000.00
1 3rd Place @ $500.00 = $500.00
6 money orders @ $2.00 each = $12.00

G. Promotion Materials

Midwest photos and prize certificates = $200.00
West photos and prize certificates = $200.00

Total advanced to CCE by September 2 = ~~$119,922.00~~ $130,672.00

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IV. ADVANCED TO CCE BY OCTOBER 1, ~~1995~~ 1996

A. Champion Dance Couple Trips

Northeast Regional @ $2,240.00/couple = $2,240.00
Southwest Regional @ $2,240.00/couple = $2,240.00
Southeast Regional @ $2,240.00/couple = $2,240.00

B. UCWDC Judges Trips

Northeast Regional @ $1,132.009/judge x ~~5~~ 3 judges = ~~$5,660.00~~ $3396
Southwest Regional @ $1,132.009/judge x ~~5~~ 3 judges = ~~$5,660.00~~ $3,396
Southeast Regional @ $1,132.009/judge x ~~5~~ 3 judges = ~~$5,660.00~~ $3,396

C. Local Prize Money

15 Northeast Clubs
- 15 1st Place @ $500.00/couple = $7,500.00
- 15 2nd Place @ $250.00/couple = $3,750.00
- 15 3rd Place @ $100.00/couple = $1,500.00
- 90 money orders @ $2.00/each = $180.00

15 Southwest Clubs
- 15 1st Place @ $500.00/couple = $7,500.00
- 15 2nd Place @ $250.00/couple = $3,750.00
- 15 3rd Place @ $100.00/couple = $1,500.00
- 90 money orders @ $2.00/each = $180.00

15 Southeast Clubs
- 15 1st Place @ $500.00/couple = $7,500.00
- 15 2nd Place @ $250.00/couple = $3,750.00
- 15 3rd Place @ $100.00/couple = $1,500.00
- 90 money orders @ $2.00/each = $180.00

D. Contestant Expenses

$975.00 EACH LINE

Northeast Regional - 15 couples x ~~$950.00~~/couple = ~~$14,250.00~~ $14,625 EACH LINE
Southwest Regional - 15 couples x ~~$950.00~~/couple = ~~$14,250.00~~
Southeast Regional - 15 couples x ~~$950.00~~/couple = ~~$14,250.00~~

E. Regional Prize Money

West Club
- 1 1st Place @ $1,500.00 = $1,500.00
- 1 2nd Place @ $1,000.00 = $1,000.00
- 1 3rd Place @ $500.00 = $500.00
- 6 money orders @ $2.00 each = $12.00

F. Promotion Materials

Northeast photos and prize certificates = $200.00
Southwest photos and prize certificates = $200.00
Southeast photos and prize certificates = $200.00

Total advanced to CCE by October 1 = ~~$103,850.00~~ $103,185.00

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V. ADVANCED TO CCE BY NOVEMBER 1, [redacted]

A. Champion Dance Couple Trips

National Event @ $2,240.00/couple = $2,240.00

B. National UCWDC Judges Trips

National Event @ $1,132.00/judge x ~~5~~ 3 judges = ~~$5,660.00~~ $3,396

C. Contestant Expenses

National Event - 5 couples @ ~~$1,970.00~~ $1,995.00/couple = ~~$9,850.00~~ $9,975.00

D. Regional Prize Money

Northeast Club
1 1st Place @ $1,500.00 = $1,500.00
1 2nd Place @ $1,000.00 = $1,000.00
1 3rd Place @ $500.00 = $500.00
6 money orders @ $2.00 each = $12.00

Southwest Club
1 1st Place @ $1,500.00 = $1,500.00
1 2nd Place @ $1,000.00 = $1,000.00
1 3rd Place @ $500.00 = $500.00
6 money orders @ $2.00 each = $12.00

Southeast Club
1 1st Place @ $1,500.00 = $1,500.00
1 2nd Place @ $1,000.00 = $1,000.00
1 3rd Place @ $500.00 = $500.00
6 money orders @ $2.00 each = $12.00

E. National Prize Money
1 1st Place @ $10,000.00 = $10,000.00
1 2nd Place @ $5,000.00 = $5,000.00
1 3rd Place @ $2,500.00 = $2,500.00
6 money orders @ $2.00 each = $12.00

Total advanced to CCE by November 1 = ~~$44,298.00~~ $42,159.00

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